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COMMISSION
CLERK

July 7, 2010
Via Overnight Delivery

100351-71

Ms. Ann Cole, Commission Clerk
Office of Commission Clerk & Administrative Services
Florida Public Service Commission
2540 Shumard Oak Boulevard
Tallahassee, FL 32399-0850

RE: IXC Registration & Initial Tariff of **WiMacTel, Inc.**

Dear Ms. Cole:

Enclosed for filing please find the original and one (1) copy of the above-referenced IXC Registration Form and initial tariff submitted on behalf of WiMacTel, Inc.

Please acknowledge receipt of this filing by date-stamping the extra copy of this cover letter and returning it to me in the self-addressed, stamped envelope provided for that purpose.

Any questions you may have regarding this filing may be directed to my attention at (407) 740-3001 or via email to tforte@tminc.com.

Sincerely,

Thomas M. Forte
Consultant to WiMacTel, Inc.

Enclosures

cc: J. Mackenzie - WiMacTel
file: WiMacTel - FL IXC
tms: FLi1000

- COM _____
- APA _____
- ECR _____
- GCL _____
- RAD** 1 + tariff
- SSC _____
- ADM _____
- OPC _____
- CLK Grant

DOCUMENT NUMBER - DATE

05576 JUL -8 e

FPSC-COMMISSION CLERK

IXC REGISTRATION FORM

Company Name WiMacTel, Inc. 100351-TI

Florida Secretary of State Registration No. _____

Fictitious Name(s) as filed at Fla. Sec. of State WiMacTel

Company Mailing Name WiMacTel, Inc.

Mailing Address 1882 Porter Lake Drive, Suite 101, Sarasota, FL 34240

Web Address www.wimactel.com

E-mail Address james.mackenzie@quortechequities.com

Physical Address 1882 Porter Lake Drive, Suite 101, Sarasota, FL 34240

Company Liaison James MacKenzie

Title President, Chief Executive Officer and Secretary

Phone (403) 390 - 9983

Fax (403) 398 - 0714

E-mail address james.mackenzie@quortechequities.com

Consumer Liaison to PSC James MacKenzie

Title President, Chief Executive Officer and Secretary

Address (403) 390 - 9983

Phone (403) 398 - 0714

Fax james.mackenzie@quortechequities.com

E-mail address James MacKenzie

My company's tariff as required in Section 364.04, Florida Statutes, is enclosed with this form. I understand that my company must notify the Commission of any changes to the above information pursuant to Section 364.02, Florida Statutes. My company will owe Regulatory Assessment Fees for each year or partial year my registration is active pursuant to Section 364.336, Florida Statutes. My company will comply with Section 364.603, Florida Statutes, concerning carrier selection requirements, and Section 364.604, Florida Statutes, concerning billing practices.

Signature of Company Representative

James MacKenzie

Printed/Typed Name of Representative

7/7/10

Date

DOCUMENT NO. DATE

05576-10 7/8/10

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State of Florida



Department of State

I certify the attached is a true and correct copy of the application by WIMACTEL, INC., a Delaware corporation, authorized to transact business within the State of Florida on June 2, 2010 as shown by the records of this office.

The document number of this corporation is F10000002547.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this the
Third day of June, 2010



CR2E022 (01-07)

Dawn K. Roberts
Dawn K. Roberts
Secretary of State

APPLICATION BY FOREIGN CORPORATION FOR AUTHORIZATION TO TRANSACT BUSINESS IN FLORIDA

IN COMPLIANCE WITH SECTION 607.1503, FLORIDA STATUTES, THE FOLLOWING IS SUBMITTED TO REGISTER A FOREIGN CORPORATION TO TRANSACT BUSINESS IN THE STATE OF FLORIDA.

1. WiMacTel, Inc.
(Enter name of corporation; must include "INCORPORATED," "COMPANY," "CORPORATION," "Inc.," "Co.," "Corp.," "Inc.," "Co.," or "Corp.")

(If name unavailable in Florida, enter alternate corporate name adopted for the purpose of transacting business in Florida)

2. Delaware (State or country under the law of which it is incorporated) 3. (FEI number, if applicable)

4. 05/04/2010 (Date of incorporation) 5. perpetual (Duration: Year corp. will cease to exist or "perpetual")

6. upon issuance of certificate of authority (Date first transacted business in Florida, if prior to registration) (SEE SECTIONS 607.1501 & 607.1502, F.S., to determine penalty liability)

7. 1882 Porter Lake Drive, Suite 101, Sarasota, FL 34240 (Principal office address)

1882 Porter Lake Drive, Suite 101, Sarasota, FL 34240 (Current mailing address)

8. telecommunications (Purpose(s) of corporation authorized in home state or country to be carried out in state of Florida)

9. Name and street address of Florida registered agent: (P.O. Box NOT acceptable)

Name: NRAI Services, Inc.

Office Address: 2731 Executive Park Drive Suite 4

Weston, Florida 33331 (City) (Zip code)

10. Registered agent's acceptance:

Having been named as registered agent and to accept service of process for the above stated corporation at the place designated in this application, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

NRAI Services, Inc.

by: Lindsey Klemencic

(Registered agent's signature)

Lindsey Klemencic, Assistant Secretary

11. Attached is a certificate of existence duly authenticated, not more than 90 days prior to delivery of this application to the Department of State, by the Secretary of State or other official having custody of corporate records in the jurisdiction under the law of which it is incorporated.

10 JUN -2 PM 3:59
SECRETARY OF STATE
TALLAHASSEE, FLORIDA
APPROVED AND FILED

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12. Names and business addresses of officers and/or directors:

APPROVED
AND
FILED

A. DIRECTORS

Chairman: James MacKenzie

10 JUN -2 PM 3:55

Address: 1882 Porter Lake Drive, Suite 101, Sarasota, FL 34240

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Vice Chairman: John Wilson

Address: 1882 Porter Lake Drive, Suite 101, Sarasota, FL 34240

Director: _____

Address: _____

Director: _____

Address: _____

B. OFFICERS

President: James MacKenzie

Address: 1882 Porter Lake Drive, Suite 101, Sarasota, FL 34240

Vice President: _____

Address: _____

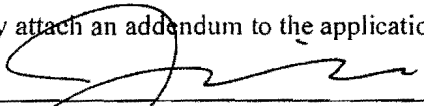
Secretary: James MacKenzie

Address: 1882 Porter Lake Drive, Suite 101, Sarasota, FL 34240

Treasurer: James MacKenzie

Address: 1882 Porter Lake Drive, Suite 101, Sarasota, FL 34240

NOTE: If necessary, you may attach an addendum to the application listing additional officers and/or directors.

13. 
(Signature of Director or Officer listed in number 12 of the application)

14. James MacKenzie, CEO/President/Secretary/Treasurer
(Typed or printed name and capacity of person signing application)

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Delaware

PAGE 1

The First State

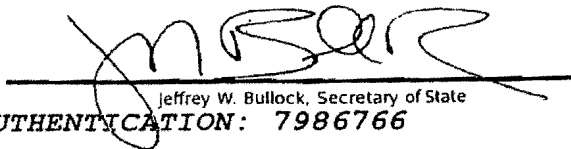
I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY "WIMACTEL INC." IS DULY INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE AND IS IN GOOD STANDING AND HAS A LEGAL CORPORATE EXISTENCE SO FAR AS THE RECORDS OF THIS OFFICE SHOW, AS OF THE ELEVENTH DAY OF MAY, A.D. 2010.

4819548 8300

100492066

You may verify this certificate online
at corp.delaware.gov/authver.shtml




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 7986766

DATE: 05-11-10

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Exhibit A

Initial Tariff

INTEREXCHANGE TELECOMMUNICATIONS SERVICES

TITLE PAGE

WIMACTEL, INC.

This tariff contains the description, regulations, and rates applicable to the furnishing of service and facilities for telecommunications services provided by WiMacTel, Inc. with principal offices located at 1882 Porter Lake Drive, Suite 101, Sarasota, FL 34240. This tariff is on file with the Florida Public Service Commission, and copies may be inspected during normal business hours at the Company's principal place of business.

ISSUED: July 8, 2010

EFFECTIVE: July 9, 2010

ISSUED BY: James MacKenzie, President and CEO
1882 Porter Lake Drive, Suite 101
Sarasota, FL 34240

 INTEREXCHANGE TELECOMMUNICATIONS SERVICES

CHECK SHEET

Pages of this tariff, as indicated below, are effective as of the date shown at the bottom of the respective pages. Original and revised pages, as named below, comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

| Page | Revision | | Page | Revision | | Page | Revision | |
|-------------|-----------------|---|-------------|-----------------|---|-------------|-----------------|---|
| 1 | Original | * | 14 | Original | * | 26 | Original | * |
| 2 | Original | * | 15 | Original | * | 27 | Original | * |
| 3 | Original | * | 16 | Original | * | 28 | Original | * |
| 4 | Original | * | 17 | Original | * | 29 | Original | * |
| 5 | Original | * | 18 | Original | * | 30 | Original | * |
| 6 | Original | * | 19 | Original | * | 31 | Original | * |
| 7 | Original | * | 20 | Original | * | 32 | Original | * |
| 8 | Original | * | 21 | Original | * | 33 | Original | * |
| 9 | Original | * | 22 | Original | * | 34 | Original | * |
| 10 | Original | * | 23 | Original | * | 35 | Original | * |
| 11 | Original | * | 24 | Original | * | 36 | Original | * |
| 12 | Original | * | 25 | Original | * | 37 | Original | * |
| 13 | Original | * | | | | | | |

* - indicates those pages included with this filing

 ISSUED: July 8, 2010

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1882 Porter Lake Drive, Suite 101
Sarasota, FL 34240

INTEREXCHANGE TELECOMMUNICATIONS SERVICES

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1882 Porter Lake Drive, Suite 101
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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SYMBOLS

The following are the only symbols used for the purposes indicated below:

- (D) - Deleted or Discontinued Material
- (I) - Change Resulting In An Increase To A Customer's Bill
- (M) - Moved From Another Tariff Location
- (N) - New Material
- (R) - Change Resulting In A Reduction To A Customer's Bill
- (T) - Change In Text or Regulation But No Change In Rate or Charge

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

TARIFF FORMAT

- A. Page Numbering** - Page numbers appear in the upper-right corner of the sheet. Pages are numbered sequentially, however, when a new page is added between existing pages with whole numbers, a decimal is added. For example, a new page added between Page 34 and Page 35 would be Page 34.1.
- B. Sheet Revision Numbers** - Revision numbers also appear in the upper-right corner of the page. These numbers are used to determine the most current page version on file with the Commission. For example, 4th Revised Page 34 cancels 3rd Revised Page 34.
- C. Paragraph Numbering Sequence** - There are seven levels of paragraph coding. Each level of coding is subservient to its next higher level of coding.
- 2
 - 2.1
 - 2.1.1
 - 2.1.1(A)
 - 2.1.1(A)(1)
 - 2.1.1(A)(1)(a)
 - 2.1.1(A)(1)(a)(1)
- D. Check Sheets** - When a tariff filing is made with the Commission, an updated check sheet accompanies the tariff filing. The check sheet lists the pages contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc., remains the same, just revised revision levels on some pages). The tariff user should refer to the latest check sheet to find out if a particular page is the most current sheet on file with the Commission.

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1882 Porter Lake Drive, Suite 101
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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS**1.1 Definitions**

Aggregator - Any person, excluding local exchange carriers and cellular service providers that, in the ordinary course of its operations, make telephones available to the public or to transient users of its premises, for intrastate telephone calls using a provider of operator services.

Application for Service - A standard order form which includes all pertinent billing, technical, and other descriptive information which will enable the carrier to provide the communication service as required.

Authorization Code - A numerical code, one or more of which are assigned to a customer to enable Reseller to identify use of service on his account and to bill the customer accordingly for such service. Multiple authorization codes may be assigned to a customer to identify individual users or groups of users on his account.

Authorized User - A person, firm, corporation, or other entity authorized by the customer to receive or send communications.

Automatic Dialing Device - A device provided by the carrier which, when attached to customer's telephone equipment, dials the carrier's facilities, emits an authorization code, and forwards the number which the customer is calling to the carrier's facilities.

Calling Card Call - A call billed to a card number issued by a Local Exchange Company.

Carrier/Company - WiMacTel, Inc. unless otherwise specified or clearly indicated by the context.

Collect Call - A billing arrangement whereby the charge for a call may be charged to the called party, provided the called party accepts the charge.

Completed Calls - Completed calls are answered calls on the distance end. Appropriate one minute credits will be issued for incomplete calls billed to a customer when brought to the Company's attention by the customer. These one minute credits do not apply to calls terminating in an answering device.

Credit Card Call - A call billed to a major credit or charge card such as Visa, MasterCard or American Express.

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1882 Porter Lake Drive, Suite 101
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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)**1.1 Definitions, (Cont'd.)**

Custom Account Coding - Allows the customer to create tables of unique project and/or account numbers for their private use.

Customer - The person, firm, corporation, or other entity which orders or uses service and is responsible for the payment of charges and compliance with tariff regulations.

Customer Provided Equipment - Terminal equipment provided by a customer

Day Rate Period - 8:00 a.m. to 4:59 p.m. Monday through Friday.

Directory Assistance - Directory Assistance Service consists of supplying or attempting to supply listed telephone numbers to persons who call the Directory Assistance Bureau. Directory Assistance personnel cannot complete calls to requested telephone numbers.

Disconnection - The disconnection of a circuit, dedicated access line or port connection being used for existing service.

Evening Rate Period - 5:00 p.m. to 10:59 p.m. Sunday through Friday.

Excessive Call Attempt - A customer attempt to make a call over the Carrier's network using an invalid authorization code during a measured 15 minute period within which 10 or more incomplete call attempts are made by the customer from the same customer line, and where those attempts do not complete because the customer has not used a valid authorization code.

Local Distribution Area (LDA) - Metropolitan locations served by Carrier which have been defined by the telephone company providing local service in its local exchange tariff as "local calling area."

Measured Use Service - The provision of long distance measured time communications telephone service to customers who access the carrier's services at its switching and call processing equipment by means of access facilities obtained from another carrier by the customer or otherwise provided at its own expense (the customer is responsible for arranging for the access line)

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)**1.1 Definitions, (Cont'd.)**

Night/Weekend Rate Period - 11:00 p.m. to 7:59 a.m.; 8:00 a.m. to 10:59 p.m. Saturday; and 8:00 a.m. to 4:59 p.m. Sunday.

Normal Business Hours - Normal business hours are 8:00 a.m. to 5:00 p.m. Monday through Friday, excluding holidays.

Pay Telephone - A telephone instrument equipped with a device that allows a charge to be made for each call. Operator assisted long distance service is offered by the Carrier through providers of customer-owned pay telephones.

Person-to-Person Call - A service whereby the person originating the call specifies to the Company operator a particular person to be reached, or a particular station, room number, department, or office to be reached through a PBX attendant.

Point-of-Presence (POP) - A Carrier-designated location where a facility is maintained for the purpose of providing access to its service.

Premises - The space designated by a customer as its place or places of business for termination of service (whether for its own communications needs or for its resale customers). In the case of a non-profit sharing group, this term includes space at each sharer's place or places of business as well as space at the customer's place(s) of business.

Subscriber - The person, firm, partnership, corporation or other entity who owns, leases or manages the pay telephone, PBX or other switch vehicle from which and end user places a call utilizing the services of the Company.

Terminal Equipment - All telephone instruments, large and small key PBX systems and other devices and apparatus, and associated wiring, which are intended to be connected electrically, acoustically or inductively to the telecommunication system of the telephone utility.

Third Party Billed Call - A billing arrangement by which the charges for a call may be billed to a number that is different from the calling number and the called number.

WiMacTel's - Used to refer to WiMacTel, Inc. unless otherwise specified or clearly indicated by the context.

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ISSUED BY: James MacKenzie, President and CEO
1882 Porter Lake Drive, Suite 101
Sarasota, FL 34240

INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)

1.2 Abbreviations

| | | |
|----------------|---|-----------------------------|
| LATA | - | Local Access Transport Area |
| LDA | - | Local Distribution Area |
| LEC | - | Local Exchange Carrier |
| MTS | - | Message Toll Service |
| NSF | - | Non-Sufficient Funds |
| OSP | - | Operator Service Provider |
| PBX | - | Private Branch Exchange |
| SAL | - | Special Access Line |
| V&H | - | Vertical and Horizontal |
| WATS | - | Wide Area Telephone Service |

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EFFECTIVE: July 9, 2010

ISSUED BY: James MacKenzie, President and CEO
1882 Porter Lake Drive, Suite 101
Sarasota, FL 34240

INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 2 - RULES AND REGULATIONS**2.1 Provision of Service**

Carrier provides long distance message toll telephone service to customers for their direct transmission of voice, data, and other types of telecommunications. The service is provided to multiple users.

Communications originate when the customer accesses Carrier directly or through the facilities of the local service carrier via one or more access lines, equal access or on a dial-up basis. Carrier may act as the customer's agent for ordering access connection facilities provided by other carriers or entities when authorized by the customer, to allow connection of a customer's location to the Carrier network. The customer shall be responsible for all charges due for such service arrangements.

The Company's services are provided on a monthly basis unless otherwise stated in a service agreement and are available twenty-four (24) hours per day, seven (7) days per week.

2.2 Limitations on Service

2.2.1 Carrier reserves the right to provide services only to and from locations where the necessary facilities and/or equipment are available. Carrier provides service subject to the provisions of this tariff.

2.2.2 Carrier reserves the right to discontinue furnishing service upon written notice, when necessitated by conditions beyond its control or when the customer is using the service in violation of the provisions of this tariff or in violation of the law.

2.2.3 Title to all equipment provided by Carrier under these regulations remains with Carrier. Carrier's prior written permission is required before any assignment or transfer. All regulations and conditions contained in this tariff shall apply to all such permitted assignees or transferees, as well as all conditions for service

2.3 Use of Service

Service may not be used for any unlawful purposes or for any purpose for which any payment or other compensation is received by the customer, except when the customer is a duly authorized and regulated common carrier.

ISSUED: July 8, 2010

EFFECTIVE: July 9, 2010

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Sarasota, FL 34240

INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.4 Limitation of Liability**

- 2.4.1** Carrier shall not be liable to any person, firm or entity for damages, either direct, indirect, consequential, special, incidental, actual, punitive, or for any other damages or for any lost profits of any kind, arising out of mistakes, accidents, errors, omissions, interruptions, delays or defects in transmissions, not caused by the negligence of the customer, commencing upon activation of service and in no event exceeding an amount equivalent to the proportionate charge to the customer for the period of service during which the mistake, accident, error, omission, interruption, delay or defect in transmission occurred.
- 2.4.2** Carrier will indemnify the customer and hold it harmless in respect to any loss, damage, liability or expense asserted against the customer by a third party on account of any property damage or personal injury caused by any negligence or willful misconduct of Carrier or its agents or representatives arising out of performance by Carrier of any testing or other activities on the customer's premises pursuant to this tariff. Carrier's obligations under the preceding sentence shall be subject to the customer's full performance of this tariff and subject further to the customer's duty to take reasonable precautions in the location, construction, maintenance and operation of all activities, facilities and equipment for the protection against hazard or injury and so as to not interfere with the services provided by Carrier.
- 2.4.3** Carrier shall be indemnified and held harmless by the customer against:
- A.** Claims for libel, slander, infringement of patent or copyright or unauthorized use of any trademark, trade name, or service mark arising out of the material, data information, or other content transmitted over the carrier's facilities; and
 - B.** All other claims arising out of any act or omission by the customer in connection with any service provided by Carrier.
- 2.4.4** With respect to the routing of calls by Carrier to public safety answering points or municipal Emergency Service providers, Carrier's liability, if any, will be limited to the lesser of: (a) the actual monetary damages incurred and proved by the Customer as the direct result of Carrier's action, or failure to act in routing the call, or (b) the sum of \$1,000.00.

ISSUED: July 8, 2010

EFFECTIVE: July 9, 2010

ISSUED BY: James MacKenzie, President and CEO
1882 Porter Lake Drive, Suite 101
Sarasota, FL 34240

INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.5 Interruption of Service**

A credit allowance for interruptions of service which are not due to Carrier's testing or adjusting, to the negligence of the customer, or to the failure of the channels, equipment, and/or communications systems provided by the customer, are subject to the general liability provisions set forth herein. It shall be the obligation of the customer to notify Carrier of any interruption in service. Before giving such notice, the customer shall ascertain that the trouble is not being caused by any action or omission by or within the customer's control and is not in wiring or equipment connected to Carrier's terminal.

2.6 Restoration of Service

The use and restoration of service in emergencies shall be in accordance with the Rules and Regulations set forth by the Commission.

ISSUED: July 8, 2010

EFFECTIVE: July 9, 2010

ISSUED BY: James MacKenzie, President and CEO
1882 Porter Lake Drive, Suite 101
Sarasota, FL 34240

INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.7 Customer Responsibility**

2.7.1 All customers assume general responsibilities in connection with the provisions and use of Carrier's service. When facilities, equipment, and/or communication systems provided by others are connected to Carrier's facilities, the customer assumes additional responsibilities. All customers are responsible for the following:

- A.** The customer is responsible for placing orders for service, paying all charges for service rendered by Carrier and complying with all of Carrier's regulations governing the service. The customer is also responsible for assuring that its users comply with regulations.
- B.** When placing an order for service, the customer must provide:
 - 1. The name(s) and address(es) of the person(s) responsible for the payment of service charges.
 - 2. The name(s), telephone number(s), and address(es) of the customer contact person(s).
- C.** The customer must pay Carrier for the replacement or repair of Carrier's equipment when the damage results from:
 - 1. The negligence or willful act of the customer or user;
 - 2. Improper use of service; or
 - 3. Any use of equipment or service provided by others.
- D.** After receipt of payment for the damages, Carrier will cooperate with the customer in prosecuting a claim against any third party causing damage.

ISSUED: July 8, 2010

EFFECTIVE: July 9, 2010

ISSUED BY: James MacKenzie, President and CEO
1882 Porter Lake Drive, Suite 101
Sarasota, FL 34240

INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.7 Customer Responsibility, (Cont'd.)****2.7.2 Maintenance, Testing and Adjustment**

Upon reasonable notice, the equipment provided by Carrier shall be made available for any testing and adjustment which may be necessary to maintain them in satisfactory condition. No interruption allowance will be granted for the time during which such tests and adjustments are made.

2.7.3 Deposits

The Company does not require a deposit from the customer.

2.7.4 Advance Payments

For customers whom the Company feels an advance payment is necessary, Carrier reserves the right to collect an amount not to exceed one (1) month's estimated charges as an advance payment for service. This will be applied against the next month's charges and, if necessary, a new advance payment will be collected for the next month.

2.7.5 Credit Allowances

Credit for failure of service or equipment will be allowed only when failure is caused by or occurs in equipment owned, provided and billed for, by Carrier.

- A.** Credit allowances for failure of service or equipment starts when the customer notifies Carrier of the failure or when Carrier becomes aware of the failure and ceases when the operation has been restored and an attempt has been made to notify the customer.
- B.** The customer shall notify Carrier of failures of service or equipment and make reasonable attempts to ascertain that the failure is not caused by customer provided facilities, any act, or omission of the customer or in wiring or equipment connected to the terminal.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.7 Customer Responsibility, (Cont'd.)****2.7.4 Credit Allowances, (cont'd.)**

- C. Only those portions of the service or equipment operation disabled will be credited. No credit allowances will be made for:
1. Interruptions of service resulting from Carrier performing routine maintenance;
 2. Interruptions of service for implementation of a customer order for a change in the service;
 3. Interruption caused by the negligence of the customer or his authorized user;
 4. Interruptions of service due to customer or authorized user provided facilities.

2.7.5 Cancellation by Customer

If a customer orders services requiring special equipment and/or facilities dedicated to the customer's use and then cancels his order before the service begins, before a completion of the minimum period mutually agreed upon by the customer and Carrier, customer will be charged for all non-recoverable portions of expenditures or liabilities incurred by Carrier on behalf of the customer and not fully reimbursed by installation charges and monthly charges. If, based on such an order, any construction has either begun or been completed, but no such services provided, the non-recoverable cost of such construction shall be borne by the customer.

2.7.6 Payment and Charges for Services

Charges for service are applied on a recurring and non-recurring basis. Service is provided and billed on a monthly basis. Service continues to be provided until disconnection is requested by the customer.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.7 Customer Responsibility, (Cont'd.)****2.7.6 Payment and Charges for Services, (cont'd.)****A. Payment of Charges**

Payment is due upon receipt of the invoice and shall be considered past due or delinquent after 30 days beyond the due date. Interest at the greater of 1.5% per month or the highest rate allowed by law will accrue on any unpaid amount commencing on the sixteenth day after rendition of the bill.

1. The customer is responsible for payment of all charges for service furnished to the customer. The initial billing may consist of one month estimated usage billed in advance. Thereafter, charges based on actual usage during a month will be billed monthly in arrears.
2. Service may be denied or discontinued for non-payment charges. Disconnection will not occur before fifteen (15) days from the due date and Carrier will give five (5) days written notice before any disconnection occurs. Restoration of service will be subject to all applicable installation charges.
3. All state and local taxes (i.e. gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items and are not included in the quoted rates.

2.7.7 Application of Charges

The charge for service are those in effect for the period that service is furnished.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 2- RULES AND REGULATIONS, (CONT'D.)**2.8 Carrier Responsibility****2.8.1 Calculation of Credit Allowance**

Pursuant to limitations set forth in Section 2.7.4, when service is interrupted the credit allowance will be computed on the following basis:

- A. No credit shall be allowed for an interruption of less than two hours.
- B. The customer shall be credited for each hour or major fraction thereof that an interruption continues beyond two hours.
- C. When a minimum usage charge is applicable and the customer fails to meet a usage minimum, credit for the outage shall be applied against that minimum equal to 1/360th of the monthly minimum charges associated with the portion of service disabled beyond two hours.
- D. Customers have up to 60 days (commencing 5 days after remittance of the bill) to initiate a dispute over charges or to receive credit.

2.8.2 Cancellation Credit

Where Carrier cancels a service or the provision of equipment and the final service period is less than the monthly billing period, a credit will be issued for any amounts billed in advance, prorated at 1/30th of the monthly recurring charge for each day the service was not rendered or the equipment was not provided. This credit will be issued to the customer or applied against the balance remaining on the customer's account.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.8 Carrier Responsibility, (Cont'd.)****2.8.3 Disconnection of Service by Carrier**

Carrier, upon 5 days written notice to the customer, may discontinue service or cancel an application for service without incurring any liability for any of the following reasons:

- A.** Non-payment of any sum due to Carrier for service for more than thirty days beyond the date of rendition of the bill for such service;
- B.** A violation of any regulation governing the service under this tariff;
- C.** A violation of any law, rule, or regulation of any government authority having jurisdiction over the service; or
- D.** Carrier is prohibited from furnishing services by order of a court or other government authority having jurisdiction.

2.8.4 Fractional Charges

Charges for a fractional part of a month are calculated by counting the number of days remaining in the billing period before service was discontinued, dividing the number of days remaining in the billing period by thirty days and multiplying the resulting fraction by the monthly charge.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.9 Special Conditions Governing Operator Services****2.9.1 Company Obligations**

When providing Operator Services to Aggregators, the Company will:

- A.** Notify the End User of the operator services carrier handling the call at the beginning of each call and again before the End User incurs any charge, otherwise referred to as "double branding".
- B.** Inform the End User, upon request, of the rates to be charged and explain the method of billing, at no charge.
- C.** Not charge for unanswered or incomplete telephone calls in equal access areas and not knowingly charge for unanswered or incomplete telephone calls in non-equal access areas.
- D.** Withhold payment of commission or any other compensation to a Customer who engages in blocking 800, 950 and 10XXX access calls.
- E.** Not engage in call splashing (billing rates other than from the actual call origination location), unless the End User is informed and consents to the transfer.
- F.** Rate and bill calls from their actual point of origination, unless the End User consents to a different arrangement.
- G.** Upon receipt of an emergency telephone call, Carrier shall immediately connect the call to the appropriate emergency service of the reported location of the emergency, if known, and, if not known, of the originating location of the call.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.9 Special Conditions Governing Operator Services, (Cont'd.)****2.9.2 Aggregator Obligations**

A. The Company requires each operator service customer to post an informational card (tent card), as defined in Section 2.9.6 of this tariff, on or near the telephone notifying the End User of the following information:

1. The name, address and toll-free number of the operator service provider.
2. The Company's operator service rates (collect, credit card, person-to-person, etc.).
3. The Company's billing procedures.
4. IntraLATA dialing instructions.
5. IntraLATA rates or how to obtain these rates.
6. InterLATA dialing instructions.
7. InterLATA rates or how to obtain these rates.
8. Hotel surcharge for local calls, if any, which are billed by the hotel.
9. Hotel surcharge for long distance calls, if any which are billed by the hotel.

2.9.3 Operator Service Billing Procedures

Subscribers will be billed for operator assisted calls by the Carrier's billing agent. Invoices for these services will be included in the subscriber's local telephone bill. The subscriber will be billed directly for all private line services.

2.9.4 Call Routing

Carrier will route all 0- and 0+ intraLATA calls to the Local Exchange Company for appropriate handling.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.9 Special Conditions Governing Operator Services, (Cont'd.)

2.9.5 Incomplete Calls

There shall be no charge to the caller for incomplete calls.

- A. Carrier will not knowingly bill for uncompleted calls.
- B. Carrier will provide full credit for any call of one minute or less upon being informed by a customer that the call was not completed.
- C. An uncompleted call includes, but shall not be limited to:
 - 1. calls terminating in an intercept recording, line intercept operator or a busy tone; or
 - 2. calls that do not answer.
- D. An uncompleted call does not include calls using busy line interrupt, -line -status verification or directory assistance services.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.9 Special Conditions Governing Operator Services, (Cont'd.)

2.9.6 Sample Tent Card for Aggregator Locations - The Company provides a tent card for OSP calls. An example of the front and back of the tent card is provided below.

A. Front of Card

Hotel Name
Address
City, State Zip Code
Telephone Number

TELEPHONE DIALING INSTRUCTIONS

| | |
|--------------------------------------|------------------------------------------------------------------------------------------------|
| Front Desk..... | Dial 0 |
| Room to Room..... | Dial the Room Number Desired |
| Local Calls..... | 9 + Number (\$0.xx Surcharge) |
| Local Exchange Company Operator..... | 9 + 0 |
| Long Distance Calls..... | # + 1 + Area Code + Number (\$0.xx Surcharge) |
| Toll-Free Calls..... | 9 + 1 + 800 + Number |
| Long Distance Calling Cards..... | # + 0 + Area Code + Number |
| Operator Assisted..... | After the tone, enter your calling card number or stay on the line for operator assistance. |
| International Calls..... | # + 011 + Country Code + City Code + Number |
| Emergency Calls..... | 9 + 911 |

Operator service provided by WiMacTel, Inc. All 0- intraLATA calls are routed to the local telecommunications provider. To access the long distance carrier of your choice, dial the access code provided by that carrier or contact the carrier for more information. If you desire your call to be made by a carrier other than WiMacTel, Inc., you may do so by dialing 9 + 10XXX. For specific rates please turn card over.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

2.9 Special Conditions Governing Operator Services, (Cont'd.)

2.9.6 Sample Tent Card for Aggregator Locations, (cont'd.)

B. Back of Card

Rate Information

To access the long distance carrier of your choice, dial the access code provided by that carrier or contact the carrier for more information. For specific intraLATA, interLATA, or interstate rates, dial a WiMacTel's Long Distance International operator, or customer service at (888) 476-0881.

Billing Procedure

Operator Service Calls will be billed through the Local Telephone Company of Credit Card Company designated by the caller. WiMacTel, Inc. calls will be identified by name.

WiMacTel, Inc.
1882 Porter Lake Drive, Suite 101
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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 2 - RULES AND REGULATIONS, (CONT'D.)**2.10 Billing Entity Conditions and Billing Dispute**

When billing functions on behalf of WiMacTel are performed by local exchange telephone companies, credit card companies or others, the payment conditions and regulations of such companies apply, including any applicable interest and/or late payment charges. Billing disputes shall be processed by the Company or its billing agent consistent with State regulations. In case of any disputed charges that cannot be resolved by the billing company, the Billed Party may contact WiMacTel directly. If there is still a disagreement about the disputed amount after investigation and review by WiMacTel or other service provider, the Billed Party has the option to pursue the matter with the Commission.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 3 - DESCRIPTION OF SERVICE**3.1 Timing of Calls**

Billing for calls placed over the network is based in part on the duration of the call.

- 3.1.1 The customer's monthly usage charges for Carrier service are based upon the total number of minutes use by the customer and the service options subscribed to. Chargeable time begins when a two way communication is established between the calling party and the called party or PBX. Chargeable time ends when either party "hangs up."
- 3.1.2 Chargeable time for all calls ends when one of the parties disconnects from the call.
- 3.1.3 Minimum call duration for billing purposes is one minute unless otherwise specified in the individual rate schedules of this rate sheet.
- 3.1.4 Calls are measured and billed in one minute increments unless otherwise indicated in this rate sheet. Any partial minute is rounded up to a full minute.
- 3.1.5 There is no billing applied for incomplete calls.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)**3.2 Start of Billing**

For billing purposes, the start of service is the day following acceptance by the customer of Carrier's service or equipment. The end of service date is the day on which services or any portion of thereof was discontinued.

3.3 Interconnection

Service furnished by Carrier may be interconnected with services or facilities of other authorized communications common carriers and with private systems, subject to the technical limitations established by Carrier. Service furnished by Carrier is not part of a joint undertaking with such other carriers. Any special interface equipment of Carrier and other participating carriers shall be provided at the customer's expense.

Interconnection with the facilities or services of other carriers shall be under the applicable terms and conditions of other carriers' tariffs. The customer is responsible for taking all necessary legal steps for interconnecting his customer - provided terminal equipment or communications systems with Carrier 's. The customer shall secure all licenses, permits, right-of-ways, and other arrangements necessary for such interconnection.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)**3.4 Terminal Equipment**

Carrier's service may be used with or terminated in customer provided terminal equipment or customer provided communication systems, such as teleprinters, handsets, or data sets. Such terminal equipment shall be furnished and maintained at the expense of the customer. The Customer is responsible for all costs at his premises, including customer personnel, wiring, electrical power, and the like incurred in his use of carrier's service.

The customer shall comply with the minimum protective criteria generally accepted in the telephone industry and other criteria as may be prescribed by Carrier. The customer shall ensure that his terminal facilities are of the proper mode, band-width, power, data, speed, and signal level for the intended use of the customer, and that the signals do not damage Carrier's equipment, injure personnel or degrade service to other customers.

If the customer fails to maintain and operate his terminal equipment properly, resulting in the occurrence or possibility of harm to Carrier's equipment or personnel, or impairment to the quality of service to other customers, Carrier may, upon written notice, require the use of protective equipment at the customer's expense. If this fails to produce satisfactory quality and safety of service, Carrier may, upon written notice, terminate the customer's service.

3.5 Calculation of Distance

Usage charges for all mileage sensitive products are based on the airline distance between rate centers associated with the originating and terminating points of the call.

The airline mileage between rate centers is determined by applying the formula below to the vertical and horizontal coordinates associated with the rate centers involved. The company uses the rate centers and associated vertical and horizontal coordinates currently used within the telephone industry.

Formula:

$$\sqrt{\frac{(V_1 - V_2)^2 + (H_1 - H_2)^2}{10}}$$

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)**3.6 Minimum Call Completion Rate**

The customer can expect a call completion rate of 99% per 100 calls attempted during peak use periods for all Feature Group D (1+) services. Carrier will engineer its switching systems on the basis that ninety-nine percent (99%) of the customers accessing their system will be served during the busy hour.

3.7 Hearing or Speech Impaired Persons

Rates for calls are reduced for residence or single-line business customers who meet the following requirements:

- 3.7.1 The customer is certified to the Company as having a hearing or speech impairment that prevents telephone voice communications.
- 3.7.2 The customer uses a telecommunications device for the deaf (TDD) or other non-voice equipment for telecommunications.
- 3.7.3 The customer provides a written application to Company for reduced rates.
- 3.7.4 The customer designates to the Company one telephone number associated with that customer's service and telecommunications device.
- 3.7.5 Special Rates for Hearing or Speech Impaired

Intrastate toll message rates for hearing and speech impaired persons meeting the above requirements shall be those rates set forth in Section 4 of this tariff.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 3 - DESCRIPTION OF SERVICE, (CONT'D.)**3.8 WiMacTel's Operator Services**

A service provided to host locations for use by transient End users. This service anticipates the provision of Operator Services and/or billing options. Service is offered under this Tariff to Aggregators throughout the United States for interstate calling. Calls are routed over transmission and switching facilities of the underlying carrier to any valid NPA-NXX in the United States.

Calls are measured as described in Sections in this tariff and rated based on time of day, call duration and mileage. Per-minute usage sensitive charges, as well as per-call operator service charges apply.

3.8.1 Operator Service Call Types

Credit Card - A service whereby the End User placing the call bills the call to a commercial credit card, such as MasterCard, VISA, American Express or Diners Club

Telco Card - A service whereby the End User placing the calls bills the call to a Telephone Company issued Calling Card, with or without Operator Assistance.

Operator Station - A service whereby the End User places a station to station call which is billed via credit card, calling card, collect or third party with the assistance of an operator (live or automated)

Person-to-Person - A service whereby the End User originating the call specifies a particular person to be reached, or a particular station, room number, department, of office to be reached through a PBX attendant. A Person-to-Person call may be billed to the called party, a third number, a credit card or a calling card.

Time and Charges - A service whereby the End User requests the Company to monitor the start and stop time of a call for the purpose of on-site payment and/or other call accounting purposes.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 4 - RATES**4.1 Time-Of-Day Rate Periods****4.1.1 Basic Time-of-Day Rate Periods**

The following time-of-day and day-of-week rate periods are applicable to all calls.

| | |
|---------------------------|---------------------------------------------------------------------------------------------|
| Day Rate Period | 8:00 AM to 5:00* PM Monday through Friday |
| Evening Rate Period | 5:00 PM to 11:00* PM Sunday through Friday |
| Night/Weekend Rate Period | 11:00 PM to 8:00* AM Monday through Friday and all day Saturday and Sunday until 5:00 PM |

* to, but not including

Calls are billed based on the rate in effect for the actual time-of-day rate period(s) during which the call occurs. Calls that cross rate period boundaries are billed the rate in effect in that boundary for each portion of the call.

4.1.2 Other Rate Periods

| | |
|-----------|-------------------------------------------------------------------------------|
| Peak: | Daytime Rate Period, per above. |
| Off Peak: | All other days and hours which are not included in Daytime Rate Period above. |

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 4 – RATES, (CONT'D.)**4.2 Directory Assistance****4.2.1 Directory Assistance Service**

Directory Assistance is available to Customers of WiMacTel service. A Directory Assistance charge applies to each call to the Directory Assistance Bureau. Up to two requests may be made on each call to Directory Assistance. The Directory Assistance charge applies to each call regardless of whether the Directory Assistance Bureau is able to furnish the requested telephone number.

Directory Assistance, Per Call

Intrastate Directory Assistance \$2.49

4.2.2 Call Completion Service

The Company Directory Assistance operator, or automated attendant, will complete the call to the number requested by the Customer without requiring the Customer to redial the number. A Directory Assistance Call Completion charge applies for this service. This charge is in addition to the charge for determining the telephone number requested by the Customer and in addition to any usage and per call charges associated with placing the call.

A. Directory Assistance Call Completion, Per Call

Per Call Charge: \$1.00

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 INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 4 - RATES, (CONT'D.)

4.3 WiMacTel Long Distance Base Plan

WiMacTel Long Distance Service applies to aggregator locations for the provision of direct dial toll service from these locations. This service is offered to these locations and is billed to the aggregator for use when an End User inserts direct payment into the aggregator instrument.

4.3.1 Usage Rates

A. Long Distance Option 1

Long Distance Option 1 plan is for services offered to aggregator locations and billed in one (1) minute increments, with a minimum billing period of one (1) minute.

| | Initial Period | Each Add'l 1 Period |
|----------------------|---------------------------|--------------------------------|
| Less than 1000 ANI's | \$0.02520 | \$0.02520 |
| 1000 + ANI's | \$0.01890 | \$0.01890 |

B. Long Distance Option 2

Long Distance Option 2 plan is for services offered to aggregator locations and billed in six (6) second increments, with a minimum billing period of eighteen (18) seconds.

| | Initial Period | Each Add'l 1 Period |
|----------------------|---------------------------|--------------------------------|
| Less than 1000 ANI's | \$0.00756 | \$0.00252 |
| 1000 + ANI's | \$0.00567 | \$0.00189 |

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 4 - RATES, (CONT'D.)

4.4 WiMacTel Operator Service Base Plan

4.4.1 Usage Rates – IntraLATA/InterLATA

| Miles | Day | Evening | Night |
|--------|--------|---------|--------|
| 0-9999 | \$1.49 | \$1.49 | \$1.49 |

4.4.2 Per Call Services Charges:

| | Automated | Operator Assisted |
|-------------------------------|-----------|----------------------|
| Automated Calling Card: | \$5.99 | \$10.49 |
| Collect (Station to Station): | \$6.99 | \$10.49 |
| 3 rd Party | \$6.99 | \$12.98 |
| Person to Person: | \$15.49 | \$15.49 |
| Credit Card | \$5.99 | \$10.49 |

Surcharges

Premise Imposed Fee \$5.00

Billing: 1 Minute Increments

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 4 - RATES, (CONT'D.)**4.5 Exemptions and Special Rates****4.5.1 Discounts for Hearing Impaired Customers**

A telephone toll message which is communicated using a telecommunications device for the deaf (TDD) by properly certified hearing or speech impaired persons or properly certified business establishments or individuals equipped with TDDs for communicating with hearing or speech impaired persons will receive, upon request, credit on charges for certain intrastate toll calls placed between TDDs. Discounts do not apply to surcharges or per call add-on charges for operator services when the call is placed by a method that would normally incur the surcharge.

- A. The credit to be given on a subsequent bill for such calls placed between TDDs will be equal to applying the evening rate during business day hours and the night/weekend rate during the evening rate period.
- B. The credit to be given on a subsequent bill for such calls placed by TDDs with the assistance of the relay center will be equal to 50% of the rate for the applicable rate period. If either the calling or called party indicates that either party is both hearing and visually impaired, the call shall be discounted 60% of the applicable rate.

4.5.2 Emergency Call Exemptions

The following calls are exempted from all charges: Emergency calls to recognizable authorized civil agencies including police, fire, ambulance, bomb squad and poison control. The Company will only handle these calls if the caller dials all of the digits to route and bill the call. Credit will be given for any billed charges pursuant to this exemption on a subsequent bill after verified notification by the billed Customer within thirty (30) days of billing.

4.10.3 Directory Assistance for Handicapped Persons

Pursuant to FPSC rules and regulations, the Company will not charge for directory assistance calls placed by handicapped customers.

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INTEREXCHANGE TELECOMMUNICATIONS SERVICES

SECTION 4 - RATES, (CONT'D.)**4.6 Return Check Charge**

A return check charge of \$15.00 or 5% of the balance due (whichever is greater) will be assessed for checks returned for insufficient funds. Any applicable return check charges will be assessed according to the terms and conditions of the billing entity (i.e. local exchange company and/or commercial credit card company) and pursuant to Florida law and FPSC regulations.

4.7 Bill Statement Fee

Customers utilizing the Company's Operator Services will be charged a Bill Statement Fee. This fee will be assessed when the Company bills for its services on the Customer's local telephone bill. One Bill Statement Fee will only apply in months where there is monthly usage.

| | |
|--------------------|--------|
| Bill Statement Fee | \$2.50 |
|--------------------|--------|

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